### REQUEST FOR BID NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT http://www.state.nj.us/turnpike/purchasing.html OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW FOR RECORD KEEPING PURPOSES. WE REQUEST THAT THE BIDDER COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS / SERVICES YOU WILL RECEIVE.

# THE NEW JERSEY TURNPIKE AUTHORITY

#### PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices P.O. Box 5042 581 Main Street Woodbridge, New Jersey 07095-5042 Tel. - 732-750-5300 Fax - 732-750-5399

#### **REQUEST FOR BID**

TITLE: <u>2014</u>	– 2017 SNOW REMOVAL	AND SALTING SERVICE	CES ON BOTH ROADWAYS
BID NO:	RM-109003 (RE-BID)		
DUE DATE:	August 15, 2014		
TIME:	11:00AM		
SUBMIT	BIDS BEFORE THE DUE	E DATE AND TIME TO T	HE ABOVE ADDRESS
	BIDDER INF	FORMATION (PLEASE)	PRINT)
	NAM	E OF BIDDING ENTITY	·
		ADDRESS	
	CITY,	STATE AND ZIP CODE	Ξ
	1	E-MAIL ADDRESS	·
REPRESENT	ATIVE TO CONTACT-N	AME & TITLE	TELEPHONE NO.

☐ WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

FAX NO

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

# THE NEW JERSEY TURNPIKE AUTHORITY

#### PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices P.O. Box 5042 581 Main Street Woodbridge, New Jersey 07095-5042 Tel. - 732-750-5300 Fax - 732-750-5399

#### **REQUEST FOR BID**

TITLE:	2014 – 2017 SNOW REMOVAL AND SALTING SERVICES ON BOTH ROADWAYS
BID NO:	RM-109003 (RE-BID)
<b>DUE DATE:</b>	August 15, 2014
TIME:	11:00 AM

#### SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

# BIDDER INFORMATION (TO BE COMPLETED BY THE BIDDER)

Please Print

NAME OF BIDDING ENTITY	
ADDRESS	
CITY, STATE AND ZIP CODE	
E-MAIL ADDRESS	
REPRESENTATIVE TO CONTACT-NAME & TITLE	TELEPHONE NO.
_	
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.	FAX NO.
BUSINESS CORPORATION PARTNERSHIP	INDIVIDUAL
OTHER (SPECIFY):	

#### A. INTRODUCTION

The New Jersey Turnpike Authority (the "Authority") was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, "Act"). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the "Highway Authority"), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway ("GSP") and the New Jersey Turnpike ("Turnpike") (both roads are collectively referred to herein as the "Roadways").

The Authority is governed by an eight member Board of Commissioners ("Board"). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority's enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

#### B. BIDDER GUIDELINES/CHECKLIST

# BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

- 1. The Request for Bids ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
- 2. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
- 3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
- 4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.

	unciu	tion, to time that of total prices must be initialed in fine by the Brader.	
5.	If che	cked this RFB requires the following mandatory document(s) or the Bid will be rejected	d:
	(a)	Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety	X
	(b)	Stockholder/Partnership Disclosure Statement	X
6.	comp must	he Authority's Instruction to Bidders (attached and/or incorporated herein by reference lete list of the Authority's standard contract Terms and Conditions, as well as required be included with the Bid. The following checked documents are required for this Bid. it the required forms may result in the rejection of the Bid.	forms that
	(a)	State of New Jersey Division of Revenue Business Registration Certificate	X
	<b>(b)</b>	Certification of Registration with the Secretary of State (only if non-NJ corporation)	X
	(c)	Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)	X
	( <b>d</b> )	Public Works Contractor Registration Certificate(s) (if applicable)	
	(e)	Affirmative Action Information Sheet with Certificate or Form AA302	X
	(f)	Signed Mandatory Equal Employment Opportunity Language	X
	(g)	SBE/WBE/MBE Certificates and Form	X
	(h)	Vendor Disclosure Form (EO129-Location of Services)	X
	(i)	Notice of Set-Off for State Tax (P.L. 1999, c 159)	X
	(j)	Automobile Insurance Liability Waiver	
	(k)	Insurance Certificate	X
	(1)	Disclosure of Investment in Iran	X

#### **BIDDER GUIDELINES/CHECKLIST (Continued)**

8.	Bidder must sign Bid	X
9.	Qualifying Affidavit (Pages 8-9)	X
10	Qualification Questionnaire (Pages 10-11)	X

#### **CAUSES FOR POTENTIAL REJECTION OF BID**

In compliance with statutory and decisional law, the New Jersey Turnpike Authority reserves the right to reject any bid in its sole discretion deemed not to be in its best interest, including but not limited to the following reasons:

- failure to comply with any requirement of the bid documents;
- if bid prices are deemed to be excessive;
- if upon inspection, the Director of Maintenance finds the Bidder's equipment to be unacceptable;
- past performance has been deemed unsatisfactory; or
- if an area or the bid solicitation has been cancelled.

#### **CONTRACT BOND**

A Contract Bond will be required from the successful bidder after award of the Contract. The Contract Bond shall be on the New Jersey Turnpike Authority form, fully executed by the Contractor and the bonding company, licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.

The Contract Bond amounts for each Contract will be 50% of the Contract value as listed on the Bid Sheets herein.

## NEW JERSEY TURNPIKE/GARDEN STATE PARKWAY

#### SNOW REMOVAL AND SALTING SERVICES

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## **REQUEST FOR BIDS**

Sealed Bids for RM-109003 (Re-Bid) will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

#### **INTENTION**

It is the intention of the Authority to issue a Purchase Agreement for the procurement of <u>2014 – 2017 SNOW REMOVAL AND SALTING SERVICES ON BOTH ROADWAYS</u> Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for (3) three years with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Any questions regarding this procurement contract, please call 732-750-5300 contact: Richard Bava X-8636.

#### **BID SHEET INSTRUCTIONS**

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Procurement and Materials Management Department ('PMM") in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of PMM. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of PMM as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.

Only written interpretations or corrections issued by the Director of PMM by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where "Exceptions" are permitted.

Bidders must supply a price for every item listed per area. <u>Bids not having a price in all listed items per area may be rejected.</u> The bid will be awarded to the vendor who supplies the lowest total cost for ALL items per area as listed in the bid. The value of each area is an estimate and is not guaranteed. Contract Bond amounts are listed on each area bid sheet.

Bidders must quote only one price <u>per line item</u>. <u>If a bidder quotes multiple prices per line item, the bid may be rejected</u>.

The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

Award will be made to the lowest, responsible and responsive bidder for the total items bid per area.

# ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

#### NEW JERSEY TURNPIKE AUTHORITY

•	Andrea E. Ward
	Director, PMM Department
Name	of Company / Authorized Signature of Bid

#### **QUALIFYING AFFIDAVIT**

# STATE OF NEW JERSEY COUNTY OF \_\_\_\_\_ Partner Company, The Pres., Vice Pres., Owner or Partner being first duly sworn, deposes and says: That the (Company) (Owner) wishes to be qualified to bid on the New 1. Jersey Turnpike Authority Snow Plowing Contract, on the New Jersey Turnpike or the Garden State Parkway. That (Company) (Owner) wishes to demonstrate moral integrity in 2. accordance with the Agreement and Specifications to be rendered herein. That in accordance with said Procedures as of the date of signing this Affidavit, neither the 3. Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state): Deponent further states that neither the \_\_\_\_\_ Company, nor any of 4. its Owners, Officers or Directors, have ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contentre to any violation of a Federal or State Criminal Statute; or ever engaged in a violation of any nature regarding work on contracts performed by it, including, but not limited to, OSHA, NJDOT and NJDEP violations, except as follows (if none, so state): 5. That any depository, vendor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement. 6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows (if none, so state): That the undersigned, being authorized to act on behalf of Company, 7. certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying

Statement and that the same are true to my knowledge.

8.	That, if a Corporation, the corporation	incorporated in the
	State of	(is, is not)
	New Jersey. If not a New Jersey Corpo	ration, the corporation
		(is, is not)
	authorized to do business in the State of from Secretary of State).	New Jersey (attach Certificate of Authorization
9.		ares as of the date of signing this Affidavit, mpany has not been disqualified from future
	bidding on any State of New Jersey proj State Agency, the Turnpike Authority o claiming its rights to withdraw a bid b disqualified from future bidding on any	ect, including but not limited to, projects of any r any other independent Authority by reason of ecause of unilateral mistake, and has not been State of New Jersey project, including but not the Turnpike Authority or any other independent
10.	` ; <u>;</u>	ent is made to induce the New Jersey Turnpike ng that the said New Jersey Turnpike Authority rein contained.
		Company
Sworn	and subscribed to before me this	
	_day of20	
	•	Signature
	Notary Public	Title

**NOTE: Complete and Return With Bid** 

# NEW JERSEY TURNPIKE AUTHORITY QUALIFICATION QUESTIONNAIRE FOR SNOW REMOVAL & SALTING

Bidders Shall Complete This Questionnaire In Its Entirety For Each Contract Being Bid Upon. Any Bidder Who Fails To Complete This Form In Its Entirety Shall Be Considered Non-Responsive And May Result In Rejection Of The Bid.

Name of Firm/Contractor	
Business Address	Phone#
Home Address	Phone #
Name of Superintendent/Representa	ative
Business Address	Phone #
List Two (2) State Agencies for which	h this Firm has provided similar services:
Agency's Name:	
Address	
Contact Individual:	Phone #
Agency's Name:	
Address	
Contact Individual:	Phone #
Indicate how long you have	provided contract plowing services of this type:
	Years

Please provide the following information for each truck, grader and/or loader to be furnished on this contract. (Use reverse side if additional space is required). <u>Contractors/Vendors are also required to attach copies of all vehicle registrations to this questionnaire.</u>

Name and location	(s) where Cont	tractor's truc	cks and equ	ipment will b	e stored:
Make of Truck	Model #	Axle#	<u>Year_</u>	Weight	Reg. / License #
	proposed desc	cription, qua	ntity and lo	ocation of the	d to achieve 55,000 pounds proposed ballast material.  Tons
Location of Stock				-	
Physical Address	of Yard/Shop/	Storage Ar	ea:		
The Authority res	erves the right	t to track th	e vehicles	via a GPS Sy	vstem that may be provide
Does your firm tra	nck your equip	oment with	on-board (	GPS systems	?
-	_				e Authority so that the
Name of GPS soft	ware				
The contract furth October 1, of each your firm has avai	winter seasor	ı. Please pr	ovide a lis	ting of on-ha	led prior to nd shop equipment that
	Cor	ntractor:			
	Sig	nature:			
		le·			

#### **NEW JERSEY TURNPIKE AUTHORITY**

# DRAFT CONTRACT FOR SNOW REMOVAL AND SALTING SERVICES OCTOBER 15, 2014 THROUGH APRIL 30, 2017

SNOW PLOW CONTRACT	Γ(S) #
--------------------	--------

THIS AGREEMENT, dated	, by and between the New Jersey Turnpike Authority,
a body corporate and politic of the State of	of New Jersey having its principal office at 581 Main
Street, Woodbridge, New Jersey (the "Auth	nority") and, a corporation of the State of
, having principal offices located a	t (the "Contractor").
WITNESSETH, that the said Contrac	tor, for and in consideration of the payments hereinafter
specified, hereby covenants, and agrees to f	urnish the labor, materials, equipment, and insurance to
provide for the services of 2014-2017 SN	IOW REMOVAL AND SALTING specified in this

The term of the Agreement shall commence on the date of the Purchase Order and terminate three (3) years there from, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

contract in strict conformance with Specifications attached hereto and made a part hereof.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:	NEW JERSEY TURNPIKE AUTHORITY			
	BY			
Sheri Czajkowski	Joseph Mrozek			
Secretary	Executive Director			
[Corporate Seal]				
ATTEST:				
	Company Name			
	BY_			
Name / Title	Name / Title			
[Corporate Seal]				

#### NOTIFICATION OF INTENT TO SUBCONTRACT

#### SNOW REMOVAL CONTRACT(S) #\_\_\_\_

Pursuant to Section VII. O of the Instruction To Bidders, in the event that the bidder proposes to subcontract services to be performed under the resulting contract, the bidder shall so state below. Furthermore, pursuant to the Specifications, the successful Bidder ("Contractor") shall require all subcontractors to comply with all documents required along with the insurance requirements stated herein. If any subcontractor cannot comply with the insurance requirements, then such subcontractor shall be added under the Contractor's policies as additional insured.

List the Names Addresses, Phone & Fax Numbers of Proposed Subcontractor(s). Indicate whether the subcontractors are registered as a NJ Small Business Enterprise ("SBE") in either Category 1, 2, or 3 by the Department of Treasury.

# NEW JERSEY TURNPIKE AUTHORITY NO RESPONSE BID SURVEY

# BID REQUISITION NUMBER: RM-109003 (Re-Bid)

# PROPOSAL TITLE: SNOW REMOVAL & SALTING SERVICES

If you do not choose to respond to this Bid, please complete the form below:
Name of Company
Reason you did not respond (Check all that apply)
Cannot supply product or service
Cannot meet technical specifications
Cannot meet delivery specifications
Cannot meet legal requirements (i.e. bid/performance/security/insurance, etc.)
Cannot provide a competitive price at this time
Interested in receiving specifications for informational purposes only.
Insufficient lead time to respond
Other:(please be specific)
Do you wish to remain on our mailing list?
YesNo
Additional comments:
Signed :(optional)
Company:

# **SIGNATURE PAGE**

ADDENDA / INQUIRIES: COMPLET Receipt of Addendum / Inquiries #		
acknowledged.  Receipt of Addendum / Inquiries #	dated	is hereby
acknowledged.	uuicu	is hereby
CHECK BOX IF NO ADDENDA	/INQUIRY ISSUED	
(All Addenda / Inquiries must be acknown	wledged as indicated a	bove.)
<b>BID IRREVOCABLE:</b> This offer shall date on which the Authority publicly unsuccessful bidder has filed a Protest protest, Bidders are required to hold the notified in writing of the action taken by	opens this bid exceptursuant to N.J.A.C. 1 ir prices for an addition	ot in those instances where an 9:9-2.12. Upon notification of a
OFFER/CERTIFICATION: The undersey Turnpike Authority the service conditions, specifications and addenda The undersigned further certifies understandard terms and conditions as stated Documents. The undersigned certifies the do; and that all statements contained in and made with full knowledge that the contained herein and in any statement qualifications in awarding the contract.	of the RFB, Bid Doostanding and compliar in the Instructions to that he or she executes this bid and in this case Authority relies up	in compliance with all terms, cuments, and resulting contract. ace with the requirements of the Bidders included with the Bid this bid with full authority so to ertification are true and correct, son the truth of the statements
I certify that the foregoing statements m foregoing statements made by me are wi	•	· ·
AUTHORIZED SIGNATURE:		
Print Name and Title:		·
Bidding Entity:		·
Address:		
City, State, Zip:		
Telephone #:	Fax:	·
E-mail Address:		

this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk
TISK
Delivery Date Exception
Warranty Date Exception
Vendor's Name
Signature of Vendor Responsible Officer Date

**Exception Form:** Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use

#### **SECTION 1**

# SPECIFICATIONS FOR SNOW REMOVAL & SALTING SERVICES FOR BOTH ROADWAYS

#### 1. DEFINITIONS

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

AUTHORITY - The New Jersey Turnpike Authority

DIRECTOR - Director of Maintenance of the Authority or his respective duly designated representative, acting within the scope of the particular authority vested in him.

PROJECT - The entire scope of work to be performed under the Contract, including the furnishing and doing of all things necessary or proper therefore or incidental thereto.

HOLIDAY - The following days shall be considered Holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Thanksgiving Day
Christmas Day
Easter

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

ROADWAY - The New Jersey Turnpike or the Garden State Parkway

SNOW SEASON – October 15<sup>th</sup> through April 30<sup>th</sup> of each calendar year for the term of the Contract.

#### 2. SUBMISSION OF PROPOSAL GUARANTEE

Bidder shall submit a proposal guarantee with its bid proposal which will consist, at bidder's option, of any one of the following as listed below. Failure to submit with the bid submission will be grounds for mandatory rejection:

- (a) a Proposal Bond in the amount of 10% of the bid or a Letter of Surety. The Proposal Bond or Letter of Surety shall be fully executed by the bidder and the bonding company licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.
- (b) a Cashier's Check in the amount of 10% of the bid payable to the New Jersey Turnpike Authority.

#### 3. EXECUTION OF CONTRACT AND CONTRACT BOND

The Contractor to whom the Contract(s) has been awarded shall within ten (10) days of the date of Notification of Award:

- (a) Execute and deliver to the Authority five (5) originals of the Contract.
- (b) Execute and deliver to the Authority an original Contract Bond on the Authority's form in a sum not less than 50% of the amount listed on each bid sheet per area. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with furnish and maintain other Surety satisfactory to the Authority.

The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

#### 4. TERM OF CONTRACT AND BID PRICES

For plow trucks, salt spreaders, loaders, and pickups or other vehicles with arrow boards, the contract period shall be a (3) three year contract from **October 15, 2014 through April 30, 2017.** The Authority reserves the right to extend the contract for two additional one-year periods with the concurrence for the Contractor.

The bidder's prices shall remain firm for **one** (1) year. Succeeding years of the contract will be adjusted yearly based on the CPI as designated in the average Consumer Price Index for the combined New York City/ Northern New Jersey and Philadelphia/ Southern New Jersey areas, however, the maximum increase permitted for any year of the contract shall be five percent (5%).

The benchmark for calculation purposes shall be the difference in the CPI from the previous base year and calculated yearly for each contract thereafter with the year ending in April. The bidder's prices shall remain firm for **one** (1) year. Should the average CPI decrease between the completed contract year and the next year of the contract, the Contractor's rate shall remain the same for the up-coming year of the contract as the most recently completed contract year, i.e., there will be no decrease.

#### 5. BID SUBMISSION AND AWARD

(a.) Bidders must insert a unit price for **each** line item being bid or their bid may be rejected.

The Snow Plowing/Salt Spreading Questionnaire shall be properly completed and submitted with the bid. Failure to submit this document with the bid may result in the rejection of the bid.

(b.) Contracts shall be awarded based on the Total Price stated on the bid sheet for each area.

#### 6. FAMILIARITY WITH WORK

It is the obligation of the bidder to ascertain for himself, his superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics

above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his acceptance of all the specifications and field conditions.

#### 7. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract <u>without the prior</u> <u>written approval of the Authority.</u>

In the event any creditor or third person shall have claim against the Contractor's equipment, containing equipment of the Authority, and the Contractor believes his equipment will be repossessed, the Contractor shall immediately notify the Director that he has just cause to believe that his equipment shall be repossessed and he shall immediately detach the Authority's equipment from his equipment and the Authority shall, within 24 hours, promptly pick-up said equipment at the Contractor's premises.

In the event the Contractor without just cause has failed to notify the Director of the repossession or the impending repossession of his equipment, containing the Authority's equipment, and the Authority must institute legal proceedings against any Constable, Sheriff or third party Judgment Creditor, for repossession of its equipment, the Contractor agrees to reimburse the Authority for any and all losses and/or expenses sustained by the Authority in the recovery of its property.

#### 8. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to roadway property, caused by his negligence in the performance of work under this Contract, including, but not limited to equipment that may be furnished to the Contractor, guide rail, bridge parapets and railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the Authority reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this Contract.

The above paragraph shall not apply to damage sustained to Authority owned equipment due to ordinary wear and tear resulting from Contractor's snow removal operations under this contract.

Note: The Contractor shall not use any equipment supplied by the Authority for any purpose other than snowplowing/salt spreading operations on the Roadway as covered by his contract. Should the Authority determine that the Contractor has utilized such equipment for non-roadway use; the Authority reserves the right to rescind the contract and re-award to the next responsible bidder. In such instance, the defaulting Contractor

shall be liable for any cost incurred between the substitute Contractor and the awarded Contractor for the provision of services.

#### 9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V A of the "Instructions to Bidders" attached hereto. In addition to the insurance requirements in Sections V A, 1, 2 and 3, the Contractor shall provide the following:

3b. <u>Umbrella Liability Insurance.</u> Umbrella liability insurance is required with limits in excess of those underlying policies stated under Sections VA 1, 2 and 3 of the Instruction to Bidders with minimum limits as follows: \$3 million minimum limit each occurrence and \$3 million - annual aggregate. The policy shall name the New Jersey Turnpike Authority, its Commissioners, officers, employees and agents as additional insured.

#### 10. ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Director all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.

In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Director.

If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report to the Director the matter in writing to the Authority giving full details of the claim.

#### 11. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon notification by either Roadway Director in accordance with provisions included hereinafter, using the required number of equipment. The work shall be prosecuted diligently without delay from the start to the completion of the snow removal operation.

#### 12. DAILY REPORTS

The Authority reserves the right to expect Contractors to utilize any automated time and/or geographical system implemented by the Authority during the Contract. The purposes of such include but are not limited to; properly recording hours worked, verification of invoices, payment and location during any weather related events.

The Contractor shall submit a report of his operations for each 24 - hour period from midnight to midnight and shall indicate therein the time of employees and equipment engaged. Forms for such reports will be supplied by the Authority and all information requested shall be furnished. Reports shall be signed by the Contractor's Supervisor and shall be delivered to the Director on a daily basis.

#### 13. SNOW REMOVAL OPERATIONS

Upon receipt of a telephone call from the Director, the Contractor shall immediately procure the necessary personnel to operate the equipment and shall inform the Director, by telephone, when all personnel are in and the equipment are ready to leave his yard. Equipment shall not leave the Contractor's yard without orders from the Director. Upon receipt of orders to proceed, equipment shall be dispatched and operated in teams consisting of the number of equipment with supervision required at locations assigned by the Director. Prior to entering the Roadway, each vehicle shall be subject to inspection for proper operations of lights, safety equipment and ballast to minimum 55,000 GVW except in areas where otherwise specified. All of the above shall be in proper working order and each team shall be complete before entering the Roadway.

Roadway shall be plowed and/or spread with salt the entire graded width of the Roadway, toll plazas, parking lots, rest areas, ramps, service areas, access roads to State Police facilities and other traveled areas generally between guide-rail curb lines and gutters shall be plowed/spread. Ramp connections to the roadway and cut throughs shall be cleared simultaneously with the operations on the Roadway as directed.

The Contractor shall furnish relief drivers as required by Federal & State CDL maximum driving time regulations. The vertical clearances between the pavement and plow blades will be determined by the Director.

The Contractor shall keep the Director constantly informed as to the progress of the work during the storm, in accordance with the technical specifications herein. The actual method of operation for the plows in any one team will be as directed by the Director. The basic snow plowing operation will consist of a lead plow working the inside lane and having the remaining plows following in such a manner that they push over still further the snow plowed by the preceding truck and as much additional snow as possible.

In all cases, the Director will determine the extent of areas to be cleared during each stage of the operation and he shall direct the distribution of equipment to expedite snow removal operations. Prior to commencing work, the Contractor MUST supply a list of driver's to include operating and relief drivers to the Director. By submission of this document, the Contractor is verifying that the drivers whose names appear are holders of a Valid Commercial Driver's License (CDL).

The Contractor shall arrange to do all refueling within the specified area of responsibility by whatever means he determines. In the event that fuel is not available to the Contractor from his own sources, the Authority will direct him to a fuel supply on the roadway at the service areas or by means of portable gasoline/diesel fuel tanks and is responsible for all associated costs.

#### 14. E-Z PASS

In order to better monitor operational expenditures, the Authority has modified the way in which snow removal Contractors will be provided Toll Free Passage for their vehicles **during operating hours only**. Contractors will no longer be provided Authority "non-revenue" passes for performing services on the Authority's roadways. Instead, Contractors will be required to obtain and utilize their own E-Z Pass transponders for each piece of equipment. **The Authority will reimburse each Contractor for verified E-Z Pass usage with copies of their E-Z Pass Statements and highlighting the applicable transactions related to their Services, thereby affording them toll free passage.** If the Contractor receives any Notices of E-Z Pass Violation

related to performing Services, the Contractor should submit those Notices to the Authority. Such Notices will be dismissed based on verified performance of Services. This process will be implemented by the Maintenance Department, whose staff will assist Contractors in submitting the appropriate document verification for orderly and prompt payment.

#### 15. MANDATORY MEETING AFTER AWARD

A meeting to review the snow removal procedures with Authority's Maintenance Department personnel and the Contractor will be arranged prior to the snow season. All operations will be conducted according to prevailing roadway procedures that will be discussed. Failure to attend this meeting may be considered a breach of contract. If so, the Authority reserves the right to rescind the contract. **No payment will be made for attendance at this required meeting.** 

#### 16. STARTING – STOPPING TIME

Whenever a Contractor is called for plowing/spreading, or standby, the time shall start when a full team is made ready to plow in their designated starting area. However, the Authority reserves the right to start with less than a full complement called out.

The number of vehicles assigned to each team will be determined at the mandatory pre-season meetings. The Authority Representative will notify the Contractor's superintendent, who in turn shall notify each vehicle when operations are completed. Loaders will normally be assigned to remove snow at the designated plazas, service areas, or rest areas. Operating time will start when the loader commences plowing at the assigned plaza, service area or rest area

If, during plowing operations, a Loader is moved from its original assigned location to another location at the direction of Maintenance Department Representative, time related to travel will not be deducted. The Maintenance Department Representative will notify the Loader operator when to return to its original designated snow removal starting location.

#### 17. TIMING AND PAYMENT

#### A. OPERATING TIME

The CPI index shall apply to the Standard Operating Time prices bid for all vehicles such as plow trucks, spreaders, loaders, supervisory and backup vehicles. The number of operating hours for which payment will be made will be the number of hours each truck is actually on the Roadway and engaged in snow removal operations.

Payment for operating hours will be made for the quantity of hours as above determined at the price bid for operating hour. An OPERATING HOUR price in the Proposal shall include the cost of furnishing a heavy duty truck, loader, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all else necessary therefore, and all other work in connection therewith and incidental thereto.

Standard Operating Time (Monday – Friday):

This will be the hourly bid price for standard time per truck for each snow section. This hourly rate includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays (referenced under section 1.1).

Premium Operating Time (Saturday, Sunday and Holidays):

This will be a <u>flat hourly rate of (\$15.00) per hour, per vehicle</u>, added to the Bidder's hourly <u>bid price</u> for standard time <u>for trucks, loaders and supervisor vehicles</u>. This hourly rate will be the total amount paid for the work performed on Saturdays, Sundays and observed holidays (referenced under section 1.1). The CPI index for Premium Time in any year after the first year of the contract shall be calculated as follows: (Last year's Standard Operating Time for vehicle type X CPI %) +\$15.

#### B. SUPERVISOR TIME

The Contractor shall furnish a supervisor as indicated in the contract, who shall be responsible for the Contractor's entire operation and will answer directly to the Maintenance Department Representative. The Contractor shall furnish supervisors as required by the Maintenance Department Representative per area. If the Contractor has more than one area, the Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

The supervisor shall also assure that a mechanic(s) will be provided on site for the duration of the storm and that all Contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor and mechanic.

The Monday through Friday Standard Standby rate to be paid for each Contractor's supervisor with vehicle shall be one-hundred twenty five (\$125.00) dollars per hour, with fractions of hours being calculated on a 1/4 hour basis.

#### C. STAND-BY TIME

The number of stand-by hours for which pay will be made will be the total number of hours each truck, including drivers, is on a stand-by basis as ordered by the Director, either in the Contractor's yard or in the maintenance area to which it is assigned. Stand-by time will be paid only for equipment fully manned, all equipment hooked up and ready for immediate operation.

Standby rate will apply to <u>all</u> Contractor equipment being used in the actual plowing of the roadway. The number of standby hours for which payment will be made will be the total number of hours each specified piece of equipment, including drivers/operators on a standby basis as directed by the Maintenance Department Representative in the maintenance area to which it is assigned.

Payment for **Regular Standby Hours** (Monday through Friday), will be made for the quantity of hours, as above determined AT THE BID RATE for Plow Trucks, Spreaders, and Loaders. **Premium Standby Hours** (Saturday, Sunday, and Holidays) will be paid at an additional \$15 per hour above regular standby hours for <u>Plow Trucks</u>, <u>Spreaders</u>, <u>Loaders</u>, <u>Supervisor Vehicles</u>. **Regular & Premium Standby Hours will remain at the rates bid and not be subjected to the CPI Index increase over the duration of the contract or any extensions:** 

The price includes the cost of furnishing the specified equipment, drivers and/or operators, other labor, materials, fuel oil, ballast, repairs, maintenance, transportation and all costs and expenses, with fractions of hours being calculated on a 1/4 hour basis.

#### 18. MEAL TIME

The Contractor will be allowed one-half (1/2) hour per plow team per six hours of "Operating" time for meals. This one-half (1/2) hour period will be included in the "Operating" time to be paid by the Authority.

#### 19. DISABLED VEHICLES

No time will be allowed for vehicles which become disabled and are unable to continue plowing, nor for the time consumed in repair work in cumulative excess of one-half (1/2) hour for any eight (8) hour period. No time will be allowed for vehicles with arrow boards, loaders, plow trucks and spreaders, which become disabled and are unable to continue operating for time consumed in repair in excess of one hour.

If mutually agreed, the Authority shall render such repairs to the Contractor's equipment.

In those cases where it has been agreed that the Authority will repair the equipment, if the repairs are completed within one hour, the Contractor shall be charged for all Authority labor and materials involved. In addition, the Contractor will be paid for time out of service, with fractions of hours calculated on a half-hour basis. If repairs exceed one hour, the Contractor shall be charged for all Authority labor and materials **and will not** be paid for time out of service.

#### 20. CALL-OUT MINIMUM

Payment will be made for a minimum of eight (8) hours of either operating time or standby time, or a combination thereof when the Contractor is issued a call-out and reports ready for work at the Contractor's designated location within one (1) hour as described in the RFB. Stand-by time will be paid only when all designated trucks and other equipment are fully manned and ready for immediate operation.

#### 21. MINIMUM COMPENSATION

The Contractor is guaranteed to receive a specified minimum compensation per year under this contract. This guaranteed minimum compensation per year shall be calculated at \$1,000.00 times the number of plow trucks (including spare plow trucks <u>if requested in the individual contract</u>) and loaders (if applicable) committed under this contract as detailed below, even if his vehicles are not called out or work insufficient hours during that year to generate that compensation under the contract rates. This is <u>not</u> an additional payment beyond the call-out compensation, but is a guarantee that the Contractor will receive that specified minimum compensation per year:

#### **Example Minimum Compensation Schedule**

CONTRACT NO.	PLOW TRUCKS	SPARES	LOADERS	BACK- UP VEHICLES	TOTAL NO OF VEHICLES	GUARANTEED AMOUNT
Contract No.	6	1	0	0	7	\$7000.00

#### 22. INVOICING

#### A. All bills shall be submitted by area and contract

All accounts payable/invoicing requests submitted to the Authority by the Contractor shall be submitted on official Contractor invoice forms along with the Contractor's Time Sheet, which shall be signed by both an Authority representative and contractor supervisor. This shall be in accordance with the Authority's normal accounts payable procedures and requirements. The Contractor's invoice shall list all facilities serviced and their corresponding service charge itemized in sufficient detail to enable the Authority to match each and every component charge to the corresponding line items as described on the bid sheet (See "C. <u>Invoice Example</u>" on next page) All Contractor Invoices shall reflect the services rendered. Under no circumstances will the Authority prepay for services not rendered.

732-750-5300 (X 8147)

ATTENTION: NATALIA HERNANDEZ FINANCE DEPARTMENT NEW JERSEY TURNPIKE AUTHORITY P.O. BOX # 5042 WOODBRIDGE, NJ 07095

#### B. Separate District Costs

In cases where Contractors are operating out of two or more yards, a separate bill must be rendered for each yard. In no case shall bills, time reports, payrolls, receipts or any other data be consolidated.

# C. <u>Invoice Example</u>

Bill To:			Date:		Invoice#
New Jersey Turnpike Authority					
P.O. Box 5042					
Woodbridge, NJ 07095					
Description	Quantity	Rate		Amount	
Storm Date:					
Contract Number:					
Standby Hours M-F - Trucks					
Standby Hours M-F - Supervisor					
Standby Hours S/S/H - Trucks					
Standby Hours S/S/H - Supervisor					
Operating Hours M-F - Trucks					
Operating Hours M-F - Supervisor					
Operating Hours S/S/H - Trucks					
Operating Hours S/S/H - Supervisor					
Standby Hours M-F - Loaders					
Standby Hours M-F - Arrow Board					
Standby Hours S/S/H - Loaders					
Standby Hours S/S/H - Arrow Board					
Operating Hours M-F - Loaders					
Operating Hours M-F - Arrow Board					
Operating Hours S/S/H - Loaders					
Operating Hours S/S/H - Arrow Board					
		TOTAL A	MOUNT DUE		

#### 23. WORK TO BE PERFORMED

The work to be performed under this bid consists of the plowing of snow and salt spreading on the Garden State Parkway and New Jersey Turnpike mainline, ramps, parking lots, toll plazas, Authority-owned service areas and properties as required on the bid sheet and work force when and where directed by the Director or designee. As required shall include the furnishing of manned equipment, including trucks equipped with plows and / or spreaders, pickups or other vehicles with arrow boards, and loaders. Contractors are to provide all fuel, oil, ballast, repairs, insurance, supervision, and mechanic(s) as required. Contractors will be responsible for supplying any related equipment; supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract awarded for the duration of the call out.

Prior to the award of a contract, the Authority reserves the right to have its representatives inspect all equipment proposed by the Contractor for compliance with the specification requirements.

The Authority may furnish, at designated Authority locations, salt spreaders and snowplows with mounting apparatus for attachment to the bidder's trucks. The Contractor shall be responsible for the pick-up and return of all Authority equipment in the same condition as which it was originally received.

#### 24. VEHICLE / EQUIPMENT REQUIREMENTS

#### A. Plow Trucks

Plow trucks shall be heavy duty, tandem rear-axle and a minimum ten (10) yard capacity with a minimum gross weight of 55,000 pounds when loaded, and must provide their own ballast.

All heavy duty trucks shall be equipped with at least two alternately flashing amber lights mounted high in the body and facing the rear, and a **LED and/or rotating beacon visible in both the front and** rear in addition to the other standard lighting equipment. The Contractor shall install and maintain such beacon in operating condition on each heavy-duty truck employed.

All above equipment specifically mentioned shall be considered an essential part of the Contractor's equipment and shall be maintained in fully operating condition at all times when such equipment are in operation on the New Jersey Turnpike, except that rotating amber beacons on heavy duty dump trucks shall be operated during maneuvers only as ordered by the Director.

The Authority may furnish the necessary plows, front push frames, **salt spreaders** and hydraulic pump units as described hereinafter.

#### B. Supervisory Pick-up Trucks

The Contractor shall furnish a supervisor with transportation, who will act as coordinator for all Contract activities. The Supervisor Shall Not Ride In Any Of The Snow Plow Vehicles.

Supervisor's pick-up trucks shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber

beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

#### C. Front End Loaders

Loaders shall have a maximum width of 100" and shall be heavy duty, **articulated**, rubber tired, with a minimum 3-4 yard bucket, Each loader working at toll plazas and ramps shall have a minimum of two (2) strobe lights mounted on the unit and reflective striping on the rear of the unit. Units must meet all current OSHA, POSHA, ANSI, National Traffic & Motor Vehicle Safety Acts and any other applicable standards and regulations. The Contractor's supervisors must be in radio and/or cellular phone contact with their own equipment operators at all times.

#### D. Back up Vehicle

The backup vehicle shall be a vehicle furnished with a truck-mounted flashing arrow board having minimum dimensions of three (3) feet by six (6) feet, mounted five (5) feet off the pavement. The vehicle shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

Each piece of Contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified on the Questionnaire Form. Lights or such other devices as required by the Authority, including but not limited to, strobe lights mounted on all trucks, equipment and pickups must be visible to all surrounding traffic.

#### E. Push Frames

All Authority issued push frames and plows shall have matching asset numbers and will be mounted accordingly by the Contractor. All equipment will be inspected for deficiencies and that the matching push frames and plows are mounted as directed.

Contractors equipment found inoperative or missing any required auxiliary equipment upon arrival for duty will be charged any cost incurred by the Authority to correct any deficiency.

#### 25. COMMUNICATIONS

CONTRACTOR SUPERVISOR MUST HAVE COMMUNICATION VIA CELL PHONE OR RADIO WITH EACH OF THE SNOW PLOW VEHICLES, BACKUP VEHICLE, LOADERS AND SALT SPREADERS. The Contractor's supervisor shall be available at all times with a cellular phone, to receive instructions from the Authority's representative for the coordination of plowing and salting operations. It will be the sole responsibility of the Contractor to supply, including cost of all cell phones.

#### 26. MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic on both roadways is under the direct supervision and control of the New Jersey State Police who will enforce traffic regulations. They may pertain to the Contractor as well as the traveling public in view of the existing conditions.

If the State Police or Director should notify the Contractor or his Supervisor of any hazardous condition or violation of safety regulations, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the State Police before work is resumed. Turnpike regulations will be furnished upon request.

The attention of the Contractor is especially directed to the fact that his operations will be conducted under conditions incident to highway traffic and in close proximity thereto, and that all necessary precautions must be taken to safeguard such traffic. A minimum of interference is mandatory and all measures proposed to be taken shall be submitted to the Director for approval.

Note: Each piece of Contractor's equipment shall be identified clearly by name and address.

#### 27. EQUIPMENT FURNISHED TO THE CONTRACTOR

The Authority may furnish a front push frame, hydraulic pump, plow and salt spreaders as required for each heavy-duty truck to be furnished by the Contractor. These items will be ready for Contractor pickup at designated locations on or about October 1. The Contractor shall furnish all additional materials and perform all necessary work to attach the push frames, pumps, and other special lighting to his equipment in order to place them in satisfactory operating condition. All trucks and equipment shall be maintained in a fully operative condition between October 15 and April 30 of each Snow Season.

Immediately after April 30th of each Snow Season, all the above mentioned equipment furnished by the Authority shall be removed from the Contractor's trucks and at the Authority's discretion, returned to the Authority by the Contractor to a location/locations chosen by the Director of Maintenance or designee.

#### A. Hookup / Inspections

The Authority may provide snowplows and spreaders, except where indicated, and all associated equipment for the mounting of snowplows and spreaders to the Contractor's truck. Contractors are responsible for picking up the equipment from the Authority premises. The attachment of the plow/spreader and associated equipment will be the responsibility of the

Contractor. It will be the responsibility of the Contractor to remove the plow/spreader and associated equipment and return it to the point of pick up at the end of the Snow Season.

The hookup of each snowplow consists primarily of a bumper and axle type mounting with an electric hydraulic pump.

Authority personnel will provide the necessary apparatus for each vehicle. The Contractor will make the necessary installation and removal of any apparatus at Contractor's location, not the Maintenance District Yard. All vehicles will be available for service from **October 15 until April 30<sup>th</sup>.** 

The Contractor shall make the equipment available for inspection upon request and the Authority shall inspect all equipment issued to the Contractor for deficiencies in accordance with the following checklist:

## 1. <u>Snow Plowing Equipment:</u>

- a. Check for any bent components
- b. Check all wear items
  - 1. Blades
  - 2. Skid Shoes
  - 3. Mushrooms
  - 4. Curb Bumpers
  - 5. Loose Plow Blade Bolts
- c. Check trip cylinders and springs
- d. Check moldboard and snow shield for damage or corrosion
- e. Check semi-circle and A-frame for damage of corrosion
- f. Check pump, lines, lift cylinder, wiring and hitch for operation and/or damage

## 2. <u>Salt Spreader Equipment:</u>

- a. Hoppers must be cleaned
- b. Conveyors and all bearings thoroughly greased
- c. Engines must be serviced
- d. Fuel tanks must be filled and fuel stabilizer added
- e. Check power supply and pump, motor and hydraulic hoses for operation and/or damage
- f. Corrosion prohibitor shall be applied to the spreader box and conveyors

After inspection and checklist is reviewed by Authority personnel and proper authorization, all required parts and materials for snowplows and spreaders will be supplied by the Authority

Once deficiencies are identified by the Authority's representative and the Contractor, the Authority shall supply all parts and materials necessary to correct the noted deficient items.

A re-inspection shall be made by the Authority's representative and the Contractor at those facilities where the equipment has been stored by the Contractor in-between snow seasons. However, all reinspections shall be completed by August 15 of each year.

Additionally, the Authority will then arrange to pick up those complete truck plow assemblies, spreaders, storage and repair with noted uncorrected deficiencies and arrange to have them corrected. In such instance, the Contractor will be liable for any parts, materials and labor costs incurred by the Authority. The Authority shall be reimbursed for any such repairs via the annual retainage. In the event the retainage does not cover the total cost of said repairs, the Contractor will be billed directly by the Authority.

The Authority will also pay the Contractor a onetime yearly fee of \$300.00 per <u>Authority plow</u> and/or spreader mounted on his equipment each year provided that any/all deficiencies are repaired each year, in those instances where the Contractor is instructed to return said equipment directly after April 30<sup>th</sup> and then picked up by the Contractor for installation to Contractor equipment prior to October 1<sup>st</sup>. However, the Contractor shall forfeit the \$300.00 yearly payment for each plow/spreader mounted on his equipment each year provided that any/all deficiencies are not corrected by the Contractor by August 15 of each year.

#### B. Retainage

The Authority shall retain 5% of the total amount due the Contractor for each storm worked on an annual basis.

This retainage is to provide the Authority with assurance that all Authority equipment issued to the Contractor shall be maintained in accordance with the specifications.

Such retainage shall be released to the Contractor annually upon the successful inspection and/or return of all such equipment to the Authority at the designated maintenance yards.

Should the Authority incur any expenses for the repairs to such equipment, reimbursement to the Authority shall be effected via the annual retainage or via direct billing to the Contractor.

#### C. Plow/Spreader Storage

All Authority snowplows will be stored by the Contractor at its own facility during the snow season October 15 thru April 30, and shall be hooked up and operational upon arrival at the area bid.

#### D. Plow Blades and Parts

Plow blades and parts shall be furnished by the Authority as required, and installed by the Contractor at a location approved by the Authority Representative. The Authority Representative will make verification of required parts.

#### 28. ARRIVAL TIME – DEFAULT

The normal call out will begin with the notification to the Contractor of the anticipated need for manned snow removal equipment. The Contractor will be required to deliver their equipment and personnel within two (2) hours to their designated area after a call out by the Authority. However, in the event the Contractor has been previously notified the there is a high probability of serious storm conditions, and that their services could be needed, they will then be required to deliver their equipment within one (1) hour of the actual call out. Should the Contractor fail to comply with the specified times, the Authority reserves the right to hire any available equipment and personnel on an emergency basis and charge the Contractor for any difference in price. The Contractor shall be penalized the hourly rate for each piece of absent equipment for each hour the team operates. In the event that the Authority utilizes a late-arriving Contractor, the Authority will not guarantee 8 hours pay for that vehicle but shall pay only for the time the vehicle is present (Standby) or working (Operating).

The Contractor will then be required to respond and to arrive at the designated location within two (2) hours' notice with all required equipment and personnel covered by his contract.

#### Failure to meet time requirements referenced above shall result the following:

First offense: The Contractor shall be given a written notice.

Second offense: The Contract may be terminated.

#### 29. "FLOATING CONTRACTS"

Floating Contracts will be established to supplement the standard operating snow removal contracts on both Roadways. Floating Contracts will comprise of teams of six (6) plow trucks each to be called to the assigned staging location as required. Maintenance personnel, at their sole discretion, will dispatch the teams to either Roadway as needed for the snow event. The Authority will provide plows and spreaders for the contractors' trucks. Contractors will be responsible for supplying any related equipment, supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract for the duration of the call-out. The Authority reserves the right to have its representatives inspect all equipment.

#### 30. BASIS OF AWARD

- **A.** The contract will be awarded based on the lowest total amount bid for each area. Each area includes calculations for Operating and Standby Time. **See Example below**.
- B. There is a fixed price of \$35.00 per hour for Regular Operating and Standby Times for all Backup Vehicles.
- C. There is a fixed price of \$125.00 per hour for Regular Standby Time for all Supervisory Vehicles.
- D. The maximum allowable Hourly Bid Rate for Loaders is \$350.00.

#### EXAMPLE OF BID SHEET

For Illustrative purposes only, the team consists of 5 trucks, 1 loader, 1 backup vehicle and 1 supervisory vehicle. The award would be calculated as follows:

	A	В	С	D	Е	F
Line	Operating Hours	Vehicle	Hours per	Total Hours	Hourly Rate	Line Item Cost
#			Day	(B x C)	Per Vehicle	(D x E)
1	Regular Time(M-F)	1 each- Loaders per specification	8	8	\$250.00/hr	\$2,000.00
2	Standby Time(M-F)	1 each- Loaders per specification	2	2	\$250.00/hr	\$ <u>500.00</u>
3	Regular Time(M-F)	1 each- Backup Vehicle w/ Arrowboard	8	8	\$ 35.00/hr	\$ 280.00
4	Standby Time(M-F)	1 each- Backup Vehicle w/ Arrowboard	2	2	\$ 35.00/hr	\$ 70.00
5	Regular Time(M-F)	5 each- Plow Trucks with Authority supplied plows	8	40	\$225.00/hr	\$ <u></u> 9,000.00 <u></u>
6	Standby Time(M-F)	5 each- Plow Trucks with Authority supplied plows	2	10	\$150.00/hr	\$ <u></u> 1,500.00 <u></u>
7	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$160.00/hr	\$1,280.00 <u></u>
8	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
	Total Bid Price for Area (Sum of F)=					

Bidders are to enter a price for each available (highlighted) line item in the Hourly Rate Per Vehicle Column (E). Bidders will then multiply the rate in Column (E) by Total Hours in Column (D); the result is to be entered in the Line Item Cost-Column (F). All of the Line Item Cost values are then added and the sum is entered in the box to the right of "Total Bid Price for Area".

#### **SECTION 2**

#### 

#### **PROPOSAL FORMS**

#### **Loader and Mainline Snow Plowing**

Contract Number	Snow Plowing Limits
Contract No. SPNO-01-14	Exit 159 to Milepost 173 Various Mainline & Ramps
Contract No. SPC-08-14	Milepost 110.3 to 120 Inner Lanes
Contract No. SPCO-2-14	Interchange 105 & 117 Ramps

#### **Notes on bidding:**

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts; the Authority reserves the right to award a contract or contracts on the basis of any proposal or proposals, as in its judgment, will be in its best interest.

#### Contract No. SPNO-01-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **two** (2) spreader teams for snow removal operations along the roadway of the Garden State Parkway.

The first team consists of four (4) Spreader/Plow trucks with Authority supplied Spreaders plows. It salts and plows between Exit 159 and the New York State line.

The second team consists of three (3) Spreader/Plow trucks with Authority supplied Spreaders and plows. It salts and plows all ramps between Exit 159 and the New York State line.

Teams may be combined as needed due to road/weather conditions.

One Supervisory vehicle shall be part of this contract and shall coordinate the two teams listed above.

The Authority reserves the right to move teams in the Northern District (Exit 138 to the New York State line) as necessary to keep up with roadway conditions.

#### Contract No. SPC-08-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one** (1) plow team for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 110.3 and extending to Milepost 120 along the inner roadway**.

The team will consist of five (5) Plow Trucks with Contractor supplied eleven (11) foot plows and one (1) supervisory vehicle.

The plow team shall enter at any Interchange between **Interchange 90 and Interchange 140**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

#### Contract # SPCO-2-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate two (2) plow teams for snow removal and salt spreading operations. One team works at Interchange 105 and the second team works at Interchange #117 (Hazlet). Work will include snow removal of the plaza and associated ramps.

The first team will consist of **two (2) plow trucks with Contractor supplied Plows and Spreaders.** The plow team shall enter at any Interchange between **Interchange 98 and Interchange 135**; the contractors yard must be located within twenty (20) miles of one of the above Interchanges.

The second team will consist of **two** (2) **plow trucks with Contractor supplied Plows and Spreaders.** Also, one Supervisory vehicle shall coordinate the movement of the teams. The plow team shall enter at any Interchange between Interchange 82 and Interchange 131; the contractors yard must be located within twenty (20) miles of one of the above Interchanges. The Authority will reserve the right to reassign these trucks to another location should conditions warrant.

## PARKWAY BID SHEETS

Contract No. SPNO-01-14 Exit 159 to Milepost 173 Various Mainline Contract Value=\$65,400

	A	В	С	D	Е	F
Line	Operating Hours	Vehicle	Hours per	Total Hours	Hourly Rate	Line Item Cost
#			Day	(B x C)	Per Vehicle	(D x E)
1	Regular Time(M-F)	7 each- Plow Trucks w/ Authority supplied plows and spreaders	8	56	\$/hr	\$
2	Standby Time(M-F)	7 each- Plow Trucks w/ Authority supplied plows and spreaders	2	14	\$/hr	\$
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$/hr	\$
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
			Total Bid P	rice for Area (Sum of F)=		

Contract No. SPC-08-14 Milepost 110.3 to 120 Inner Lanes\_ Contract Value=\$48,000

	A	В	С	D	Е	F
Line	Operating Hours	Vehicle	Hours per	Total Hours	Hourly Rate	Line Item Cost
#			Day	(B x C)	Per Vehicle	(D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/ Contractor supplied plows	8	40	\$/hr	\$
2	Standby Time(M-F)	5 each- Plow Trucks w/ Contractor supplied plows	2	10	\$/hr	<u>\$</u>
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$/hr	\$
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
			Total Bid P	rice for Area (Sum of F)=		

## **PARKWAY BID SHEETS (continued)**

# Contract No. SPCO-2-14 Interchange 105 & 117 Ramps Contract Value=\$43,600

	A	В	С	D	Е	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	4 each- Plow Trucks with Contractor supplied plows & Spreaders	8	32	\$/hr	\$
2	Standby Time(M-F)	4 each- Plow Trucks with Contractor supplied plows & Spreaders	2	16	\$/hr	\$
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$/hr	\$
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid P	rice for Area (Sum of F)=	

#### **SECTION 3**

#### **FLOATING SNOW PLOW TEAMS**

#### **PROPOSAL FORMS**

Contract Number	Snow Plowing Areas				
Contract No. FSP-02-14	Staging Area- Parkway Maintenance Yard District 3 67.7NB 909 West Bay Ave Barnegat NJ 08005				

#### **Notes on bidding:**

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts; the Authority reserves the right to award a contract or contracts on the basis of any proposal or proposals, as in its judgment, will be in its best interest.

#### Contract No. FSP-02-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one** (1) plow truck team for snow removal operations along the roadway of the N.J. Turnpike or Garden State Parkway. The team will stage at Parkway PMD3 67.7 NB 909 West Bay Ave Barnegat NJ 08005. The team will be used at the discretion of the Director of Maintenance or his designee. The team will be utilized on either roadway where conditions warrant. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one** (1) **supervisory vehicle.** This contact shall also include one (1) spare plow truck available as replacement for disabled plow trucks.

## FLOATING PLOW TEAM BID SHEET

Contract FSP-02-14 14 Staging Area- Parkway Maintenance Yard District 3 Milepost 67.7NB Contract Value=\$57,600

	A	В	C	D	E	F
Line	Operating Hours	Vehicle	Hours per	Total Hours	Hourly Rate	Line Item Cost
#			Day	(B x C)	Per Vehicle	(D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	8	48	\$/hr	\$
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	2	12	\$/hr	\$
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$/hr	\$
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
Total Bid Price for Area (Sum of F)						